

PATENT



AVERP3538USA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Applicant: John R. Owens  
Title: NEWSPRINT DISPENSING DEVICE  
Serial No.: 10/815,608  
File date: April 1, 2004  
Art Unit: 3728  
Examiner: Unknown

**PETITION UNDER 37 C.F.R. § 1.47(b)**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Applicant hereby petitions under 37 C.F.R. § 1.47(b) to file the above-identified application on behalf of the sole inventor for the reason that the sole inventor refuses to join in the application. Submitted herewith are:

1. Added Combined Declaration and Power of Attorney for Patent Application signed on behalf of Avery Dennison Corporation by Vice President and Group Counsel, Roll Materials Worldwide.
2. Statements of Facts in Support of Filing on Behalf of a Nonsigning Inventor.
3. Statement of Proof of Need to Prevent Irreparable Damage or Preserve the Rights of the Parties.
4. A Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor.

In the event any fee or additional fee is due in connection with the filing of this paper, the Commissioner is authorized to charge those fees to our Deposit Account No. 18-0988 (under the above Docket Number). In the event an extension of time is needed to make the filing of this paper timely and no separate petition is attached, please consider this a petition for the requisite extension and charge the fee to our Deposit Account No. 18-0988 (under the above Docket Number).

Respectfully submitted,

7-22-2007  
Date

Cynthia S. Murphy  
Cynthia S. Murphy  
Reg. No. 33,430  
Renner, Otto, Boisselle & Sklar, LLP  
1621 Euclid Avenue  
Nineteenth Floor  
Cleveland, OH 44115-2191

CERTIFICATE OF MAILING (37 CFR 1.8a)

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Date: 7-22-07

Claudia Bader  
Claudia Bader

**PATENT**



**AVERP3538USA**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re patent application of:

Applicants: John R. Owens  
Application No.: 10/815,605  
For: NEWSPRINT DISPENSING DEVICE  
Filed: April 1, 2004  
Art Unit: 3728

**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NON-SIGNING  
INVENTOR (37 CFR 1.47)**

This statement is made as to the exact facts that are relied upon to establish the diligent effort to secure the execution of the declaration by the non-signing sole inventor for the above-identified patent application before deposit thereof in the Patent and Trademark Office.

This statement is being made by the available person having first-hand knowledge of the facts recited herein. In particular, the person making the statement of facts is:

Cynthia S. Murphy  
1621 Euclid Avenue, 19<sup>th</sup> Floor  
Cleveland, Ohio 44115

The last known address of the non-signing sole inventor is as follows:

John R. Owens  
5976 Courtney Plummer Road  
Winneconne, WI 54986  
*Citizenship: United States*

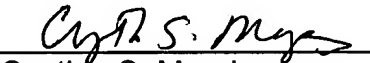
The following are the facts in support of demonstrating that a bona fide attempt was made to present a copy of the application papers (specification, including claims, drawings and declaration) to the non-signing sole inventor for signature:

A. Statement by Cynthia S. Murphy

1. I am a Patent Attorney at the law firm of Renner, Otto, Boisselle & Sklar, LLP and am currently assisting Avery Dennison Corporation with various Intellectual Property matters.
2. The non-provisional patent application was filed on April 1, 2004.
3. On June 7, 2004, I sent an Assignment and Combined Declaration and Power of Attorney to Mr. Owens at the following address of 5976 Courtney Plummer Road, Winneconne, WI 54986 via certified mail.
4. As of July 22, 2004 no response has been received from Mr. Owens.

Date: July 22, 2004

Signature:

  
Cynthia S. Murphy

PATENT



AVERP3538USA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Applicant: John R. Owens  
Title: NEWSPRINT DISPENSING DEVICE  
Serial No.: 10/815,608  
File date: April 1, 2004  
Art Unit: 3728  
Examiner: Unknown

**PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE OR PRESERVE THE RIGHTS OF THE PARTIES**

Avery Dennison Corporation must prosecute application Serial Number 10/815,608 to preserve its rights. Avery Dennison has spent a large amount of resources in time, development costs and other expenses to develop the invention(s) claimed in this application. If Avery Dennison is not allowed to obtain a patent on this application, Avery Dennison's rights to this technology would be incomplete, its intellectual property would be unprotected, and the corporate resources it spent to develop this technology will have been wasted. Avery Dennison will be irreparably harmed if it is forced to abandon the patent application for failure to comply with the U.S. Patent Office requirements to file "Missing Parts." If not allowed to prosecute the 10/815,608 application, Avery Dennison's proprietary position in regard to this technology would be lacking a key element of protection.

July 15, 2004  
Date

John W. Cornell  
John W. Cornell  
Associate Patent Counsel  
Avery Dennison Corporation



**PATENT**

**AVERP3538USA**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of:

Applicant: John R. Owens  
Title: NEWSPRINT DISPENSING DEVICE  
Serial No.: 10/815,608  
File date: April 1, 2004  
Art Unit: 3728  
Examiner: Unknown

**STATEMENTS OF FACTS IN SUPPORT OF FILING ON BEHALF OF NON-SIGNING  
INVENTOR (37 CFR 1.47)**

This statement is made as to the exact facts that are relied upon to establish the diligent effort to secure the execution of the declaration by the non-signing inventor for the above-identified patent application in the Patent and Trademark Office.

Because signing on behalf of the non-signing inventor is by a person or entity showing a sufficient proprietary interest, these statements also recite facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

These statements are being made by the available persons having first-hand knowledge of the facts recited therein.

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In re application of:

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File date: April 1, 2004  
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Examiner: Unknown

**STATEMENT BY PERSON HAVING FIRST HAND KNOWLEDGE THAT THE  
NONSIGNING INVENTOR WAS AN EMPLOYEES OF OR WAS OTHERWISE  
OBLIGATED TO AN ENTITY HAVING SUFFICIENT PROPRIETARY INTEREST IN  
THE INVENTION WHEN IT WAS MADE**

1. I, John W. Cornell, at all relevant times was the Associate Patent Counsel of Avery Dennison Corporation, the putative owner of the above-identified application. I make this statement of facts in support of a petition to accept the above-identified application with the omission of an oath or declaration signed by the inventor, John R. Owens, who refuses to sign an oath or declaration. I have read the above-identified specification and claims.

2. Mr. Owens was an employee of Avery Dennison Corporation from at least January 22, 2002 to September 23, 2003. On January 22, 2002, Mr. Owens signed an "Employment Agreement" which is attached as Exhibit A.

3. The terms of the Employee Agreement require Mr. Owens to assign to Avery Dennison "all ideas, discoveries, inventions, contributions and improvements... which in any way relate to the Company's business or which result from tasks assigned

to Employee by the Company." The Employee Agreement also requires Mr. Owens "to sign all papers and do such other acts... to protect the Company's rights to" patentable subject matter. Based upon this Employee Agreement, Mr. Owens is contractually obligated to assign to Avery Dennison technology that was fully or partially developed before September 23, 2003.

4. A provisional application relating to the project of the present application was filed in which Mr. Owens is named as the sole inventor. Provisional patent application No. 60/460,271 was filed on April 4, 2003 and named Mr. Owens as the sole inventor and discloses the technology described and claimed in the above-identified patent application. This provisional application was prepared by Cynthia S. Murphy of Renner, Otto, Boisselle & Sklar.

5. The above-identified nonprovisional application was prepared by Cynthia S. Murphy of Renner, Otto, Boisselle & Sklar. The application named Mr. Owens as the sole inventor and discloses the technology claimed in the application Serial Number 60/460,271. The nonprovisional application was filed on April 1, 2004 without a signed Declaration.

6. Mr. Owens developed the invention claimed in the above-identified application prior to September 23, 2003 while he was an employee of Avery Dennison and while his Employee Agreement with Avery Dennison was in full force and effect.

7. All of the time, materials, costs and expenses related to the inventions disclosed and claimed in the present patent application were paid for by Avery Dennison. Under the terms of the Employee Agreement between Mr. Owens and Avery Dennison Corporation, he is contractually obligated to assign the invention claimed in this nonprovisional application to Avery Dennison, and to cooperate in executing all related papers.



8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the present application or any patent issued thereon.

July 15, 2004  
Date

John W. Cornell  
John W. Cornell  
Associate Patent Counsel  
Avery Dennison Corporation



EVERY DENNISON CORPORATION  
EMPLOYEE AGREEMENT

Owens John R  
Employee's last name First name Initial  
Dennison  
Subsidiary, Division or Department  
NEENAH, Wis.  
Employee's location

In consideration of his or her employment, promotion, salary or benefit increase, bonus or transfer by the Company (as defined below) and the compensation to be paid by the Company for Employee's services, Employee hereby acknowledges that he or she understands and agrees that the provisions hereof are part of his or her employment with the Company.

#### 1. DEFINITIONS

As used herein, "the Company" shall mean Avery Dennison Corporation and/or any of its subsidiary or affiliated corporations and entities; "Client" shall mean any person or entity with whom the Company conducts business or from whom the Company or Employee obtains information including, but not limited to, customers or suppliers; "Information" shall mean any information or knowledge, including matters of a technical nature such as know-how, formulae, secret processes or machines, inventions, studies, research projects, development plans and matters of a business nature, such as information about costs, profits, sales, markets, customer lists, customer requirements and other data not available to the public; and "employment" shall include employment for hourly wages, for salary, or as a consultant.

#### 2. NATURE OF EMPLOYMENT

The parties recognize that the business of the Company and the nature of Employee's employment will permit Employee to have access to information of the Company and its Clients, that such information is the property of the Company and/or its Clients, and that any unauthorized disclosure thereof may be highly prejudicial to their interests. The parties further recognize that Employee may, during the term of his or her employment, make discoveries, inventions, contributions or improvements.

#### 3. CONFIDENTIAL INFORMATION

**THIRD PARTY INFORMATION** — If Employee has had access to proprietary information of a third party, the parties recognize that the disclosure of such information might be prejudicial to such third party's interests and could subject the Company as well as Employee to liability. Employee represents that he or she has not appropriated any confidential, proprietary or trade secret information (including but not limited to written information, information contained in computer storage systems or information compiled or stored in any other manner) from any third party (including but

not limited to any former employer) for Employee's own use, or the use of others, except as may have been expressly permitted in writing by such third party or its authorized representative. Employee further covenants not to disclose to the Company, or otherwise use during the course of Employee's employment with the Company, any confidential, proprietary or trade secret information of any third party which Employee may currently possess, without such written permission.

**COMPANY INFORMATION** — During and after his or her employment with the Company, Employee will not disclose or appropriate any information for his or her own use or for the use of others, except as has been expressly permitted in writing by an authorized representative of the Company. Employee shall not remove any writings containing information from the premises or possession of the Company or its Clients unless Employee has obtained express authorization in writing by the Company to do so.

Furthermore, Employee will deliver promptly to the Company on termination of such employment, or at any time the Company may so request, all copies of writings containing information which Employee may possess or have under his or her control.

#### 4. INVENTIONS AND PATENTS\*

Employee will treat as belonging solely and exclusively to the Company or the Company's nominee, and will fully and promptly disclose and assign to the Company without additional compensation, all ideas, discoveries, inventions, contributions and improvements, whether patentable or not, which in any way relate to the Company's business or interests or which result from tasks assigned to Employee by the Company, and which, while Employee is so employed, are made, conceived or reduced to practice by Employee, alone or with others, during or after usual working hours, either on or off Employee's job. Employee agrees, at the Company's expense at any time during or after such employment, to sign all papers and do such other acts and things as the Company may reasonably require of Employee to protect the Company's rights to said ideas, discoveries, inventions, contributions and improvements, including applying for, obtaining and enforcing patents thereon in any and all countries.

#### 5. RESERVED INVENTIONS

Attached to this document is a complete list of all inventions, if any, patented or unpatented, presently owned by Employee, including a brief description thereof, which were conceived or made wholly or in part by Employee prior to Employee's employment by the Company and which Employee wishes to exclude from this Agreement.

\*This Agreement does not apply to the inventions of California employees to the extent such inventions qualify fully under the provisions of California Labor Code Section 2870.

BEST AVAILABLE COPY

#### 6. EXISTENCE OF ANY CONFLICTING AGREEMENT

To the best of the Employee's knowledge, there is no other contract to assign inventions that is now in existence between Employee and any other person, corporation or partnership unless Employee has so indicated on an attachment hereto and unless a copy of any such other contract is also attached hereto.

#### 7. CUSTOMER SECRECY

Employee will not, without the express written consent of a Corporate Officer of Avery Dennison Corporation, for a period of one year immediately following Employee's termination of employment with the Company for any reason, either directly or indirectly, call upon, solicit, divert or take away, or attempt to solicit, divert or take away any customers, business or patrons of the Company upon whom Employee called or whom Employee serviced or solicited, or with whom Employee became acquainted as a result of employment with the Company.

#### 8. COMPETITIVE EMPLOYMENT

For a period of two years following termination of employment with the Company, Employee will not, without first obtaining the express written consent of a Corporate Officer of Avery Dennison Corporation, render services, engage in or enter the employment of or act as an advisor or consultant to any person, firm or corporation engaged in or about to become engaged in the manufacture or sale of any product substantially similar to or competitive with any product on which or with which Employee worked, or about which Employee obtained information, during the last two years of his or her employment with the Company.

Employee shall notify Employee's last supervisor (with a copy to Avery Dennison Corporation's corporate headquarters to the attention of the Law Department), by registered mail, should Employee be unable, within three months after the later of the end of the calendar month in which (1) his or her employment with the Company is terminated, or (2) Employee ceases to receive any severance or salary continuation benefits from the Company, to secure employment consistent with this Agreement after having devoted his or her best efforts to finding such employment. The Company, unless it notifies Employee in writing that it elects not to enforce the preceding paragraph of this Agreement, shall pay Employee at the end of each month thereafter, for so long as it elects to continue to enforce the preceding paragraph or until such time as Employee finds employment consistent with this Agreement, two-thirds of the base monthly salary (exclusive of commissions, bonuses, allowances, benefits and any other form of compensation) received by Employee at the time of the termination of his or her employment with the Company. Employee, during the period of such payments, and as a condition of receiving such payments, shall conscientiously seek employment consistent with this Agreement and shall inform the Company on a monthly basis of all efforts made by Employee to secure such employment. Upon obtaining such employment, Employee shall immediately notify the Company to that effect by registered mail.

Upon notice by the Company of its election to discontinue such monthly payments or at the end of the second year following Employee's termination of employment with the Company, whichever occurs sooner, Employee thereafter shall not be precluded from accepting any employment which Employee would be free to accept in the absence of this section of this Agreement and the Company's payments to Employee shall cease.

#### 9. EMPLOYMENT AT WILL

Employee's employment with the Company can be terminated with or without cause, and with or without notice at any time, at Employee's option or that of the Company.

#### 10. CONSTRUCTION OF AGREEMENT

THIS AGREEMENT WILL NOT BE ENFORCED BY THE COMPANY IN THE EVENT SUCH ENFORCEMENT WOULD BE CONTRARY TO APPLICABLE LAW. Whenever there is any conflict between any provision of this Agreement and any material present or future law, statute, governmental rule, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but in such event, the affected provisions of this Agreement shall be curtailed and restricted only to the extent necessary to bring them within the legal requirements and the remainder of this Agreement shall be not affected.

#### 11. COMPANY'S REMEDIES

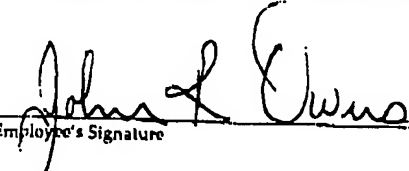
Employee acknowledges that his or her obligations under this Agreement are special, unique and extraordinary and that any breach thereof will cause irreparable injury to the Company not properly compensable by damages in an action at law; the rights and remedies of the Company hereunder may therefore be enforced both at law or in equity, by injunction or otherwise. Employee agrees, if the Company prevails in any suit or proceeding to enforce its rights under this Agreement, to indemnify the Company for all expenses of every nature and character incurred by the Company including, without limitation, all reasonable attorney's fees.

#### 12. ACKNOWLEDGMENT AND EFFECTIVE DATE

Employee acknowledges receipt of a copy of this Agreement and agrees that all of Employee's obligations hereunder shall be binding upon Employee's heirs, assigns and legal representatives. This Agreement supersedes any existing agreement entered into by Employee and the Company relating generally to the same subject matter and shall be effective as of the date the Employee commenced or commences employment with the Company.

#### 13. CONTRACT UNDER SEAL

This Agreement shall take effect as a contract under seal.

  
Employee's Signature  
1/22/02  
Date